ENGINEERING OFFICE

Phone 630.377.4486

Fax 630.762.6922



RIGHT-OF-WAY

NON-STANDARD PAVEMENT INSTRUCTIONS

(such as BRICK PAVERS or STAMPED CONCRETE)

The Right of Way (ROW) includes the street and the area between the sidewalk and the curb (or edge of pavement). ROW construction activities may include: driveway or sidewalk replacement, utility service repair or any public utility construction activities. All construction activities performed by organizations other than the City and within these right of way boundaries require a ROW Permit. There is NO filing fee. Permits automatically expire within (1) one year or as noted on Permit Application.

- 1. Before a ROW Permit can be issued for NON-STANDARD PAVEMENT the following documents must be completed:
 - a. NON-STANDARD PAVEMENT (ROW) PERMIT AGREEMENT. This agreement is to be filled out completely by the property owner, notarized using BLACK INK ONLY, and signed by a City Engineer or a member of the engineering staff.
 - b. COVENANT RUNNING WITH THE LAND. This document is to be filled out completely by the property owner and notarized using BLACK INK ONLY. For a fee, the Covenant Running with the Land must be recorded, in person, at the County Recorder's Office for the county in which you reside. The County Recorder's Office will stamp this document in the upper right hand corner with your County's recording number.

Kane County Recorder's Office 719 South Batavia Avenue Bldg C

Geneva, IL 60134 Phone: (630) 232-5935 Hours: $8:30 - 4:30^{1} \text{ M-F}$

www.kanecountyrecorder.net

DuPage County Recorder's Office 421 North County Farm Road Wheaton, IL 60187

Phone: (630) 407-5400 Hours: 8:00 - 4:30 M-F www.dupageco.org

- c. RIGHT OF WAY (ROW) PERMIT APPLICATION (refer to application for instructions)
- ALL THREE COMPLETED DOCUMENTS MUST BE RETURNED TO THE ENGINEERING OFFICE BEFORE WORK CAN BEGIN IN THE RIGHT OF WAY.

Please call the Engineering Office if you have any guestions.

City of St. Charles **Engineering Office** 2 East Main Street St. Charles, IL 60174 Phone: (630) 377-4486

Hours: 8:00 - 4:30 M-F

Recorded documents processed until 4:00 p.m. daily.

NON-STANDARD PAVEMENT (RIGHT-OF-WAY) PERMIT AGREEMENT

THIS AGREEMENT executed thisday of	_,, by and
between the CITY OF ST. CHARLES, an Illinois municipal corporation,	Kane and DuPage
Counties, Illinois, ("CITY") and of S	St. Charles, Illinois
("OWNERS");	
WITNESSETH:	
WHEREAS, OWNERS are all of the record owners of a parcel of rea	al estate commonly
referred to as, St. Charles, Illinois and legally descri	ibed as:
(insert legal description)	

("OWNERS'S PROPERTY"); and

WHEREAS, the OWNER'S PROPERTY abuts a public right-of-way held in trust by the CITY as legally described and shown on Exhibit "A", attached hereto and made a part hereof ("CITY PROPERTY"); and

WHEREAS, OWNERS request that the CITY grant a permit to construct, install, maintain and use Non-Standard Pavement in the CITY PROPERTY; and

WHEREAS, Non-Standard Pavement is defined as Stamped Concrete for this permit

WHEAREAS, the CITY finds that the encroachment of the Non-Standard Pavement in the CITY PROPERTY is minor and as such will not impede the public use of the CITY PROPERTY; and

WHEREAS, the CITY is willing to enter into a permit agreement (the "Permit Agreement") to permit the installation, construction, existence and use of Non-Standard Pavement in the CITY PROPERTY under certain conditions and restrictions as stated below; and

WHEREAS, the Engineering Department is authorized to execute the Permit Agreement on behalf of the CITY; and

WHEREAS, OWNERS agree to abide by those conditions and restrictions in exchange for the CITY entering into the Permit Agreement;

NOW, THEREFORE, in consideration of a one-time licensing fee of TEN and no/100 DOLLARS (\$10.00), the receipt and sufficiency of which is acknowledged by the CITY, and the mutual covenants contained herein, the CITY and OWNERS agree as follows:

- 1. OWNERS represent, warrant and covenant that they are all of the record owners of the OWNER'S PROPERTY.
- The CITY grants to OWNERS, and OWNERS do hereby accept, a permit to construct, install, maintain and use the above-described Non-Standard Pavement subject to all the terms and conditions of this Permit Agreement.
- 3. The Non-Standard Pavement shall be constructed and installed by OWNERS, at their expense, in strict accordance with descriptions contained in Exhibit "B" attached hereto and made a part hereof, and said shall encroach into the CITY PROPERTY no more than is described in Exhibit "B". All plans and specifications for construction and installation of the Non-Standard Pavement shall be submitted and approved by the Engineering Department prior to the commencement of any construction and/or installation whatsoever. All construction, installation, maintenance and use shall be done pursuant to all the laws, ordinances, resolutions, rules and regulations of the CITY, Kane County, State of Illinois or any other governmental unit or agency applicable thereto as amended from time to time.
- 4. Upon construction and installation or removal of said Non-Standard Pavement, OWNERS shall restore the surrounding area to its original condition immediately prior to construction and installation, or removal. In the event OWNERS do not restore the surrounding area, the CITY may restore the surrounding area and charge the costs thereof to OWNERS.

Any such expense incurred by the CITY in connection with this Paragraph shall create a lien against the OWNER'S PROPERTY.

- 5. The Non-Standard Pavement shall at all times remain the property of the OWNERS and the CITY shall not be responsible for the continued maintenance of the Non-Standard Pavement; provided, however, the CITY may at its option, maintain the Non-Standard Pavement and charge OWNERS the costs and expenses incurred therein. Any such expense incurred by the CITY in connection with this Paragraph shall create a lien against the OWNER'S PROPERTY.
- 6. THE OWNER understands, acknowledges and accepts any and all responsibility for repair, restoration and any and all other work necessary to restore Non-Standard Pavement as a result of CITY damage during use or access of public R.O.W shall be OWNER'S responsibility. The CITY shall have no responsibility under any condition for repair or restoration of Non-Standard Pavement.
- 7. This Agreement shall not give rise to any right of ownership in the CITY PROPERTY to OWNERS; the CITY PROPERTY shall continue to be a public property held by the CITY in trust for the general public.
- 8. The Non-Standard Pavement shall be constructed, installed, maintained and used so as to not interfere with either the public use of the CITY PROPERTY or the rights of abutting and adjoining land owners. The construction, installation, maintenance or use of the Non-Standard Pavement shall not at any time interfere with the public use of the CITY PROPERTY.
- 9. This Permit Agreement is subject to the CITY'S unilateral amendment, modification or recision, and the privileges and authority granted herein may be revoked by the CITY at any time without cause, at which time OWNERS, at their expense, shall remove the Non-Standard Pavement in accordance with Paragraph 3 hereof and the St. Charles Municipal Code, however, the CITY may at its option, remove the Non-Standard Pavement and charge

OWNERS the costs and expenses incurred therein. Any such expense incurred by the CITY in connection with this Paragraph shall create a lien against the OWNER'S PROPERTY.

- 10. The OWNERS agree to indemnify and hold the CITY, its officers, officials, employees and agents harmless from (a) any causes of action or claims for damages to the Non-Standard Pavement caused by work by the CITY or its agents, within the CITY PROPERTY, and/or (b) any and all claims and causes of action (including, but not limited to, those brought, asserted or alleged by third parties), and liabilities or expenses, including judgments, costs and damages, and including any and all attorney's fees and costs incurred by the CITY, alleged to have occurred from the installation, construction, repair, maintenance, continued existence, or removal of the Non-Standard Pavement.
- 11. OWNERS understand and agree that the CITY, public utilities and/or cable television companies, and their successors and assigns, may also have certain rights in, over, under, upon or across the CITY PROPERTY and that this Permit Agreement does not affect or diminish the rights of those parties and that the construction, installation, repair, maintenance and/or use of the Non-Standard Pavement will not affect or diminish those parties rights referred to above.
- 12. Prior to applying for and obtaining a building permit, OWNERS shall complete, and the CITY shall approve, and record the Covenant Running with the Land, attached hereto and made a part hereof as Exhibit "C". Prior to the CITY entering into this Permit Agreement, OWNERS shall deliver to the CITY a recorded copy of the Covenant Running with the Land.
- 13. This Permit Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

CITY OF ST. CHARLES City Engineer IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written. OWNERS (S) State of Illinois)) SS. Kane County) I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that _____and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal, this ______day of______,

Notary Public

A.D.,____.

COVENANT RUNNING WITH THE LAND - RECORD THE DECLARATION OF COVENANTS made this ___ day of _____, 20___, by ____ being all of the owners of the following described property; to-wit: (Insert Legal Description) Parcel Number: Commonly known as: _____ (Address – Please Print) WHEREAS, the City of St. Charles regulates the right-of-ways within its boundaries; and WHEREAS, the declarants (Property Owners) wish to install Non-Standard Pavement in said right-of-way; NOW, THEREFORE, in consideration of the City of St. Charles issuing a permit to the declarants to install Non-Standard Pavement in the right-of-way adjacent to the above-described property, said property is hereby made subject to the following covenants and restrictions, all of which shall be deemed to run with the above-described property: The declarants, their assigns and successors in title hereby agree to install Non-Standard Pavement in full compliance with the laws, ordinances, resolutions, rules and regulations of the City of St. Charles, Kane County, the State of Illinois or any other governmental unit or agency having jurisdiction, applicable thereto as amended from time to time. The declarants, their assigns and successors in title hereby agree to and do hereby release the City of St. Charles, its officers, agents and employees which are from time to time authorized to use said right-of-way for any obligation as a result of damages to the Non-Standard Pavement which may occur in the course of the installation, removal, maintenance or repair of any utility within said right-of-way, or as the result of street construction/repair, snow removal, or street cleaning by the City of St. Charles, The declarants, their assigns and successors in title hereby agree to indemnify and save the City of St. Charles and the public utilities which are from time to time authorized to use said easements and public parkways, and both groups' officers, agents and employees harmless for any damages, injuries, and costs including damages to the utility equipment, occasioned by the installation, maintenance, location, repair of the Non-Standard Pavement described above. Said costs to include attorney fees and costs of litigation. The declarants, their assigns and successors in title hereby agree to indemnify and save the City of St. Charles, its officials, employees and agents harmless from any and all claims, causes of action, judgments, expenses, and damages, including attorneys' fees and costs incurred by the City, alleged to have occurred from the installation, construction, repair, maintenance, continued existence, or removal of the Non-Standard Pavement. IN WITNESS WHEREOF, the undersigned have executed this declaration at , Illinois Print Full Name Print Full Name Property Owner's Signature Property Owner's Signature

STATE OF ILLINOIS)	2		
COUNTY OF)).		
I,	foregoii	ng instrument, appeared before signed, sealed and de	e me this day in persor livered said instrumen
Given under my hand and s	eal this	day of	, 20
		NOTARY PUBLIC	
THIS DOCUMENT PREPARED BY AND RETURN TO:		City of St. Charles Attn: Engineering Office Two East Main Street St. Charles, IL 60174 Phone: 630.377.4486	

RIGHT OF WAY (ROW) PERMIT APPLICATION

ENGINEERING OFFICE

Phone 630.377.4486



Fax 630.762.6922

vvnereas, i (we)	Contractor / Company Name		Name of Contact Person	
Mailing Address	_' City	_,, State	(
			Fax Number	
Bonded with			, Expiration Date,	
hereinafter termed the appl	licant, request permissi	on and autho	rity to do certain work described herein on the	
Right-of-Way of the St. Charles city street known as:				
OFFICE USE ONLY				
ROW Permit Number				
This permit hereby authorizes the applicant to perform the construction at the address described above.				
The work will be completed indays after the date of this permit.				
Authorized Signature:				
	St. Charles City Office	cial	Date	

RIGHT OF WAY PERMIT GUIDE

The Right of Way (ROW) includes the street and the area between the sidewalk and the curb (or edge of pavement). ROW construction activities may include: driveway or sidewalk replacement, utility service repair or any public utility construction activities. All construction activities performed by organizations other than the City and within these right of way boundaries require a ROW Permit. There is NO filing fee. Permits automatically expire within (1) one year or as noted above.

- 1. Before a ROW Permit can be issued, the following documents must be submitted at the time of application:
 - RIGHT OF WAY (ROW) PERMIT APPLICATION. The contractor needs to fill out this permit (or resident if not using a contractor).
 - b. **PERMIT BOND** or **PERFORMANCE BOND** in the amount of \$10,000 (City of St. Charles listed as beneficiary). This bond will assure all work is performed in accordance with Chapter 12.30 of the St. Charles Municipal Code. See example attached.
 - c. CERTIFICATE OF LIABILITY INSURANCE with special provision listing "City of St. Charles is additional insured".
 See example attached.
 - d. NOTE: If you are using NON-STANDARD PAVEMENT such as BRICK PAVERS or STAMPED CONCRETE the owner is required to complete a Non-Standard Pavement (ROW) Permit Agreement and a Covenant Running with the Land in addition to this ROW Permit Application. These forms can be obtained at the Engineering Office.
- 2. Applicant will be responsible for contacting J.U.L.I.E. for utility locations (1-800-892-0123).
- 3. All construction should be in accordance with St. Charles Municipal Code and the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" latest edition, and all final "Supplemental Specifications" published as of the date of this permit.
- 4. All traffic control operations shall be in accordance with the "Illinois Manual on Uniform Traffic Control Devices," the latest
- 5. All documents **must** be returned to the Engineering Office (Public Works) and approved before work begins.
- 6. A Right of Way Permit Number will be assigned and copy of this permit returned to the applicant.

IMPORTANT

THE ENGINEERING OFFICE MUST BE CONTACTED FOR INSPECTION 24 HOURS IN ADVANCE BEFORE BITUMINOUS, CONCRETE or NON STANDARD PAVEMENT IS PLACED WITHIN THE RIGHT OF WAY. THANK YOU! 630.377.4486

DESIGN REQUIREMENTS

Paver Bricks

- 1. Placement of paver bricks or stamped concrete require a "Non-Standard Pavement (Right-ofway) Permit Agreement (notarized) and/
- 2. "Covenant Running with the Land" document, which will include the legal description of the property, parcel number, address, owners signature and <u>must be recorded with the County</u> Recorder's Office prior to construction.

Streets & Roadways

- 1. Drive Approaches, Bituminous: Bituminous driveways must conform to the following:
 - 2" minimum surface thickness
 - 8" compacted CA-6 stone base
- 2. <u>Drive Approaches, Concrete</u>: Concrete driveways must conform to the following:
 - 6" minimum thickness
 - 5" compacted CA-6 stone base
 - 3/4" expansion joint provided between curb and approach, and sidewalk and approach
- 3. <u>Drive Approaches, Minimum Dimensions</u>: Driveways may be a maximum of 24' in width and a minimum of 12' in width.

B. Excavation Within Existing Pavement (place under streets and roadways)

- 1. All base and surface courses must be replaced to match existing. This includes concrete base courses with depths to match existing thickness.
- 2. Concrete base course shall be pinned to the existing adjacent pavement with the use of ½" dowels on 18" centers.
- 3. Any excavation within existing pavement limits shall be complete with the use of flowable fill or CLSM (confined low strength material) up to the pavement section.

C. Temporary Pavement Patch (cold patch is not permitted)

1. Flowable fill shall be placed to match the top of the aggregate base course. The remaining void shall be filled with a temporary concrete patch. A layer of visquene shall be placed in-between the flowable fill and concrete patch to permit removal without disturbance to the flowable fill. The concrete shall be removed and replaced with bituminous material prior to the **next May 1**st.

D. Sidewalk

- 1. Sidewalks are generally located one (1) foot inside the R.O.W. All sidewalk shall conform to the following:
- 5' minimum width along collector and major streets
- 4' minimum width along minor streets and cul-de-sacs
- Handicapped ramps provided at all locations where the sidewalk abuts a curb
- ³/₄" expansion joint provided at 50' intervals
- troweled contraction joint provided at 5' intervals
- 3" compacted CA-6 gravel base
- 5" minimum thickness. 6" at driveway crossings
- 4% maximum cross slope
- 0.5% minimum cross slope

E. Saw Cutting Existing Curbs

1. Curb cuts may be completed by removing the "barrier" portion of the existing curb. Approval of this method will be subject to inspection by the Engineering Office and completed at the owner's risk. Excessive spaulling after saw cutting might require removal of the existing curb.

F. Traffic Control and Safety

- 1. Any temporary road closures shall be completed with proper traffic control as mandated by Illinois Department of Transportation (IDOT).
- 2. The contractor shall coordinate all closures with the City of St. Charles Police Department (630-377-4435).

Bond Example

XYZ Insurance Company 123 S. 24th Street Profitsville, IL 60123

	Bond No
KNOW ALL MEN BY THESE PRESENTS:	
<u>Department,</u> as Obligee, in the sum of <u>Ten</u> payment of which sum, well and truly to be	y bound unto <u>City of St. Charles, IL Public Works</u> <u>Thousand and 00/100</u> DOLLARS (\$10,000), for the
Dated thisday of	, 2001.
license from City of St. Charles, IL Departm contractor in City of shorter period commencing on the department of	ach, that whereas Principal is desirous of obtaining a nent of Public Works to carry on business as St. Charles for the term of twelve months or any ay of, 2004, and ending on theday all during the aforesaid term, faithfully observe and les and Regulations, and any Amendments thereto, this obligation shall become void and of no effect, divirtue.
	Principal By
	XYZ INSURANCE COMPANY
	By Attornev-in-Fact

	· ····································	IFICATE OF LIA			DATE (MM/DD/YY)	
PRODUC	JEK -	FAX	ONLY AND HOLDER, 1	FIFICATE IS ISSUED AS A MATTER OF I CONFERS NO RIGHTS UPON THE CEI THIS CERTIFICATE DOES NOT AMEND, E COVERAGE AFFORDED BY THE POL	RTIFICATE EXTEND OR	
				INSURERS AFFORDING COVERA	GE	
INSURE)		INSURER A:		. , ,	
			INSURER B:			
			INSURER C:		·····	
			INSURER D:			
			INSURER E:			
THE I	PERTAIN. THE INSURANCE AFFO		CCUMENT WITH RES	OVE FOR THE POLICY PERIOD INDICATED. NO SPECT TO WHICH THIS CERTIFICATE MAY BE O ALL THE TERMS, EXCLUSIONS AND COND		
NSR JR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION LIN	HTS	
GE	NERAL LIABILITY			EACH OCCURRENCE	18	
	COMMERCIAL GENERAL LIABILITY			FIRE DAMAGE (Any one fire)		
	CLAIMS MADE OCCUR			MED EXP (Any one person)	\$	
<u> </u>				PERSONAL & ADV INJURY	\$	
_]			GENERAL AGGREGATE	\$,	
GE	POUCY PRO- LOC	· 		PRODUCTS - COMPIOP AGO	\$	
AU	TOMOBILE LIABILITY ANY AUTO			COMBINED SINGLE LIMIT (Ea accident)	s	
F	ALL OWNED AUTOS SCHEDULED AUTOS			BODILY INJURY (Per person)	\$	
	HIRED AUTOS NON-OWNED AUTOS			BODILY INJURY (Per accident)	s	
				PROPERTY DAMAGE (Per accident)	\$	
GA	RAGE LIABILITY		1	AUTO ONLY - EA ACCIDENT	s	
-	ANY AUTO			OTHER THAN EA AC	C \$	
	CESS LIABILITY		_	AUTO ONLY: AG	G \$	
-	OCCUR CLAIMS MADE			EACH OCCURRENCE	\$	
<u> </u>	COOMS NODE	,		AGGREGATE	\$	
	DEDUCTIBLE				\$	
-	RETENTION \$				 	
wo	RKERS COMPENSATION AND			WC STATU- TOTH	\$	
	PLOYERS' LIABILITY			TORY LIMITS ER		
				E.L. EACH ACCIDENT	\$	
				E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT		
ОП	ÆR			C.L. DISEASE - POCICY LIMIT	13	
ESCRIP		HICLES/EXCLUSIONS ADDED BY ENDORSEN		NS .		
	·	les is additional insu	.eu.			
	(Must be o	n certificate)				
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-				· · · · · · · · · · · · · · · · · · ·	ED BEFORE THE	
Ciam - E Ca Ot 1			9	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL		
Engineering Department						
2 East Main Street BU			4	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY		
St. Charles IL 60174				UPON THE COMPANY, ITS AGENTS OR REPRESENT		
0000	25-S (7/97)					